

**REQUEST FOR PROPOSAL**  
**FOR**  
**LOCAL AND REGIONAL RENEWABLE, LOW-CARBON, AND ZERO**  
**CARBON ENERGY AND CAPACITY RESOURCE OPTIONS TO SERVE THE**  
**CITY OF GLENDALE**



**CITY OF GLENDALE, CALIFORNIA**

**GLENDALE WATER & POWER**  
**141 N. Glendale Avenue, Level 4**  
**Glendale, CA 91206-4496**  
**Stephen M. Zurn, General Manager**

**Issued: May 4, 2018**  
**RFP Response Deadline: 5pm, Local Time, August 3, 2018**

**CITY OF GLENDALE WATER & POWER**  
**REQUEST FOR PROPOSAL**  
**Proposals for local and regional clean energy project options to meet the**  
**ongoing current and future power supply needs of the City of Glendale**

The City of Glendale Water & Power Department (GWP) seeks information for the purpose described below. In the preparation of this Request for Proposal (RFP) the words "Proposer," "Contractor," "Consultant," "Bidder" and "Firm" are used interchangeably.

**SUMMARY**

GWP is issuing this RFP to evaluate the feasibility, reliability, and cost-effectiveness of implementing a portfolio of local and regional clean energy solutions in lieu of some or all of the proposed Grayson repowering project. Based on current projections, GWP requires at least 234 MW of additional capacity with flexible dispatch a valued resource attribute. In addition, GWP seeks economic energy on an annual basis ranging from approximately 200,000 to 600,000 MWh. The capacity and energy will follow the anticipated retirement of the Grayson Power Plan (other than Unit 9) in April 2021.

In the discretion of the City Council, one or more selected resource(s) of this RFP may have the opportunity to have their proposed solution, or elements of it, included in the proposed supply portfolio. If the City Council selects a proposal or proposals for further consideration, GWP will begin work with the selected proposer(s) to implement their proposed project.

**Local Projects**

"Distributed energy resources" (DERs), "non-wires alternatives" (NWAs), and "virtual power plants" (VPPs) are emerging clean energy technologies that are becoming increasingly cost-effective relative to traditional utility supply-side investments. These projects are encouraged because of the significant need of GWP and their ability to realize delivery without transmission limitations. For example, solar on commercial building rooftops producing electricity fed into the GWP system or interruptible load from cold storage facilities are local projects of interest to GWP.

To help facilitate resource development within Glendale, where feasible, the City will be making available its facilities to proposers as potential sites for projects that will further GWP's objectives. Questions regarding any potential City-owned site, and requests for site visits, should be directed to [cleanenergyRFP@glendaleca.gov](mailto:cleanenergyRFP@glendaleca.gov). The City makes no representation regarding the suitability of any site for development of a project. Proposers are responsible for making an independent evaluation and judgment of all conditions affecting the proposed project, including without limitation: site conditions; existing facilities; seismic, geologic, soils, hydrologic, geographic, climatic conditions; applicable (federal, state, county, local, city) laws, rules, regulations, orders, and procedures; and all other contingencies or design considerations. Data, calculations, opinions, reports, investigations, or any other information or documents that City provides relating to site, local, or other conditions are not warranted or guaranteed, either expressly or implied, by City.

## Regional Projects

Regional projects are also encouraged if firm transmission can be furnished as discussed below. Regional projects will be recognized for the full value they provide to the GWP system including resource and spatial diversity. Transmission losses and reliability will also weigh into the evaluation process.

The bidders' solution(s) will be evaluated according to several criteria outlined in Section VII below. The City values proposals which demonstrate: 1) feasibility of rapid deployment, 2) reliability of the resource, 3) value to rate-payers relative to other alternatives (cost-effectiveness), and 4) environmental performance. Bidders are expected to make firm commitments as to the reliable energy and capacity performance of their proposed resource solution.

A pre-bid conference will be held at the GWP Utility Operations Center Training Room, located at 800 Air Way, Glendale, CA 91201, and via webinar on May 30, 2018 at 10:00 AM Pacific time. Qualified proposers must notify GWP by email [cleanenergyRFP@glendaleca.gov](mailto:cleanenergyRFP@glendaleca.gov) to register for the bidders conference at least one day prior to the event. Proposers wishing to tour any City buildings and/or land for evaluation of resource potential should request this at least one week prior to the pre-bid meeting and specify which facility(ies) the proposer wishes to visit. Tours will occur in the afternoon of May 30, and will be available to qualified proposers.

All proposals are due August 3, 2018 at 5:00 PM Pacific Time. Submittals must include five (5) copies of the proposal and a flash drive and must be delivered to the Glendale Water & Power Administration office located at 141 N. Glendale Avenue, 4th Floor, Glendale, CA, 91206-4975.

## **PURPOSE**

The purpose of this RFP is to solicit proposals for clean energy project options for potential incorporation into GWP's integrated power supply portfolio. These project option(s) will ideally incorporate sound alternatives that further GWP's efforts to meet state clean energy mandates, which are environmentally sustainable, and which ensure reliable, efficient and cost-effective power provision to our customers now and into the future.

There is no restriction on the types of projects, processes or methodologies. However, GWP is seeking solutions that will enable the electric utility to integrate the maximum amount of renewable, zero-carbon, and/or low-carbon energy and minimize the amount of fossil fuel generation in GWP's portfolio. Local energy technologies for consideration may also include various types of demand flexibility (demand response), energy efficiency, behind-the-meter solar and storage, and/or portfolios of resources aggregated into the virtual power plant (VPP) concept.

In addition, the proposed project must ensure that energy service meets reliability requirements and complies with reserve requirements, ensures that GWP has the ability to meet peak load, has resources that can be readily dispatched, and must provide energy at competitive rates. Reliability is an absolute requirement that cannot be compromised in any manner and consequently all proposals must take into account this key factor.

Submittals must include proposed pricing and a plan for funding the proposed solution, along with a proposed schedule for the implementation. Proposed funding solutions must be consistent with applicable law.

### **ELIGIBILITY**

This RFP is open to interested proposers that meet the qualifications set forth in Section V of this RFP. Proposers with demonstrated experience with the development of renewable energy and/or zero or low-carbon resource solutions are preferred.

### **EVALUATION**

Submissions will be evaluated by the City's evaluation team based upon the criteria described in this RFP and the results of the evaluation will be submitted to the City's governing body, the Glendale City Council, for its consideration.

### **OBJECTIVES**

The City seeks proposals that:

- Minimize the amount of fossil fuel resources while increasing the renewable energy and low-carbon or zero carbon resources in GWP's portfolio.
- Will go online in sufficient time to meet projected service area wide electricity shortages that are projected to occur in the early 2020s, when all of the units of the Grayson Power Plant except Unit 9 (a GE LM 6000PC SPRINT operating in simple cycle) are expected to face shutdowns or retirements. All proposed projects shall be developed, designed, constructed/installed and commissioned for service by no later than April 2021.
- Provide sufficient capacity and energy to ensure reliable service at all times for the City. The estimated additional capacity need of the City from the 2020 – 2025 period is approximately 234 MW.
- Support the City's compliance with California Renewables Portfolio Standards, greenhouse gas emissions regulations, air quality laws, and all other regulatory requirements.
- Meet reliability requirements, including resource adequacy and balancing authority area requirements. GWP requires sufficient capacity to meet peak electrical load in an N-1 and an N-1-1 condition. GWP's peak load of 346 MW occurred on September 1, 2017.
- Utilize proven technology and control systems to provide reliable, cost effective, and flexible generation capacity to the City to serve customer load.
- Minimize the need for major infrastructure improvements such as fuel supply, water, wastewater, recycled water and transmission facilities, or the need to purchase additional property.
- Provide highly-efficient generation or demand-side reductions/flexibility to maintain reasonable cost of generation and to minimize the impact on customer electric rates and help manage costs of delivering energy to the City's customers.

- For resource options that are to be placed on City property with a physical foot print, such as solar panels, batteries, or chillers, the City prefers to own these resources from the outset.
- GWP's greatest need for energy and capacity are during the months of June-October. Additional value will be attributed to resources providing capacity and energy during this period.
- GWP encourages local storage resource options that support reliability objectives. GWP would like to consider storage options that have relatively high power to energy ratios with the potential for increased energy additions in future years as outlined in the table below:

Table of Energy Storage Proposal Options	
Energy/Capacity 2021	Energy/Capacity 2025
0.5 hr/ up to 234 MW	4 hr/ up to 234 MW
1 hr/ up to 234 MW	4 hr/ up to 234 MW
2 hr/ up to 234 MW	4 hr/ up to 234 MW
4 hr/ up to 234 MW	4 hr/ up to 234 MW

The estimated cycle dynamics for the storage projects will be furnished within a week of the bidders conference. The cycle dynamics will define the expected battery cycle duty in incremental storage additions of approximately 25 MW.

The City will consider ownership of storage projects that are not located on City property, in addition to lease or power purchase agreement options, but will not assume development risks.

#### Additional Guidance:

- While there is no restriction on the type of project proposed, proposals that offer mitigation or control of the emissions of pollutants and/or that increase the amount of renewables within GWP's portfolio, are preferred. A solution that needs only partial funding from the City to cover costs would have benefits exceeding a similar proposal that requires full funding from the City.
- Glendale has limited transmission capacity, and therefore local resources are encouraged. However, proposed solutions do not have to be implemented within the City of Glendale or the Los Angeles Balancing Authority Area, provided that projects demonstrate that the proposed resource(s) would include the additional transmission necessary to transmit the energy to the Air Way delivery point on the Glendale side.
- Electronic control will be necessary for aggregated demand response (DR) and VPPs adhering to a minimum size of ½ MW.

#### **RFP Submittal Contents**

As part of this RFP, proposers are asked to provide the following information, as applicable:

- Detailed description of the proposed project.
- Estimated amount of firm dispatchable power, either through increased supply or

reduced demand. If the resource has limitations on dispatchability, those should be identified and quantified. GWP will provide Excel templates to be delivered at the Bidders Conference and at [www.GlendaleWaterandPower.com](http://www.GlendaleWaterandPower.com) to specify the estimated amount of supply and/or demand reduction by hour for the GWP system. It is expected that non-dispatchable resources, such as energy efficiency, will provide the estimated amount of energy or demand reduced by hour (8760 hours).

- Projected emissions of all CARB classified pollutants including greenhouse gases.
- Effect of the proposed project on GWP's Renewables Portfolio Content and GWP's ability to meet regulatory requirements.
- Proposed project schedule.
- Estimated total cost of the project, including capital cost, marginal cost in \$/KWh or \$/KW, and \$/MWh generated.
- Demonstrate that the proposed project utilizes proven technology.
- Related technical information necessary to implement the project including but not limited to upgrades/enhancements/additions to the existing electrical infrastructure that would be needed, i.e., distribution upgrades, regulatory processes, etc.
- The proposal response must include how to handle the variability of the output on an intra-hour basis.

Project approval and award of contract, if any, will be at the sole discretion of the Glendale City Council. Final approval of any project is subject to compliance with the California Environmental Quality Act and subject to available funding.

**INDEX - The following are contained in this RFP:**

Section I	Background/Information
Section II	Contact Information
Section III	Planned Schedule of Events
Section IV	Statement of Work
Section V	Required Qualifications
Section VI	Proposal Submittal Requirements
Section VII	Proposal Submission
Section VIII	Proposal Evaluation/Contractor Selection Criteria
Section IX	City Rights
Attachment A	Certifications and Representations; Proposal Security

**SECTION I: BACKGROUND/INFORMATION**

The City of Glendale was incorporated on February 16, 1906 and spans approximately 30.6 square miles with a current population of approximately 194,478 people (US Census). Located minutes away from downtown Los Angeles, Pasadena, Burbank, Hollywood, and Universal City, Glendale is the fourth largest city in Los Angeles County and is surrounded by Southern California's leading commercial districts

Glendale prides itself on the quality of services it provides to the community. It is a full -service City, which includes a water and electrical department in Glendale Water & Power (GWP). GWP serves over 88,000 electrical customers providing electrical service to virtually all of the customers within its limits. GWP's annual retail electrical load obligation is approximately 1.1

million MWh. GWP's peak load of 346 MW occurred on September 1, 2017.

In order to meet retail load obligations GWP relies on a combination of both local and remote generation (owned and leased), coupled with spot market purchases from a variety of suppliers throughout the Western Electricity Coordination Council (WECC).

GWP's local generation comes from the Grayson Power Plant in Glendale and the Magnolia Power Plant in Burbank. All but one of the units of the Grayson Power Plant are well beyond their retirement age and are expected to retire or go offline by the early 2020s. The remaining Unit 9 has a capacity of 48 MW. Glendale's share of the Magnolia Power Plant capacity is 39 MW. Natural gas for generation at the GWP's Grayson Power Plant and GWP's share of the Magnolia Power Plant in Burbank is supplied by several sources which include but are not limited to gas reserves in Wyoming, a pre-paid gas commodity contract and the daily gas market.

GWP also uses transmission (owned and leased) and remote generation to serve load. GWP is able to import approximately 200 MW of transmission using its existing transmission rights. GWP's transmission rights are comprised of 100 MW of transmission capacity of the Pacific DC Intertie Line brought into Glendale through the LADWP system, and approximately 100 MW of transmission capacity on various transmission lines bringing power from the Southwestern United States via LADWP's system. An outage of the 100 MW Pacific DC Intertie Line is presently GWP's most severe single contingency (N-1). GWP's N-1-1 contingency is presently the loss of Unit 8.

GWP is a member of the LADWP Balancing Authority Area and is not a member of the California Independent System Operator Balancing Authority Area. Other than the power from Magnolia, which is imported into Glendale from Burbank through the Western Substation, the remainder of GWP's power flows into Glendale through Glendale's interconnection with LADWP at the Air Way Substation.

GWP is forging a leadership position in the acquisition of renewable energy and carbon allowances in both the short term and long term markets. GWP's 2016 Power Content Label report as required by the California Energy Commission shows a portfolio of 47% Renewable Portfolio Standard (RPS) eligible resources for the year.

GWP has 74,783 residential electric accounts, 12,967 commercial electric accounts, and 211 industrial electric accounts. Beginning in 2010, GWP installed automated metering infrastructure throughout its service territory, utilizing Itron, Inc.'s OpenWay Smart Grid technology. The smart grid technology is now fully deployed throughout GWP's service territory.

In 2014, GWP initiated the development of an Integrated Resource Plan (IRP) to develop a strategy for meeting the City's power supply needs and to ensure compliance with State mandates for the near term. The IRP included a review of the enhancement of GWP's Renewable Portfolio Standard (RPS) and the further pursuit of clean energy, enhancement of GWP's transmission capacity and the future disposition of the Grayson Power Plant (GPP). The latter issue included options ranging from "No Project" (running the plant to failure) to a 250 MW repowering utilizing gas fueled generators or thermal generation. The City Council ultimately directed staff to pursue the design, engineering, environmental review and evaluation of financing options for a 250 MW facility. Along with the 262 MW repowering project as set forth in the Environmental Impact Report (EIR), other options were presented for the City Council's

consideration that included less thermal generation combined with storage options. The presentation to the City Council included options of 191 MW and 131MW of thermal generation, respectively, with each of the options utilizing 50 MW/200MWh of battery storage.

On April 10, 2018, the City Council directed staff to issue a 90-day Request for Information to solicit proposals for clean energy solutions as an alternative to the proposed 262 MW repowering project and the project options and alternatives presented to the City Council. This RFP is issued in accordance with the City Council's direction.

It is recommended that firms interested in submitting proposals become familiar with the objectives of the project and the project alternatives that have been proposed. The IRP and the EIR are available at <http://www.graysonrepowering.com>. Proposers are encouraged to request additional information as needed to complete a proposal via the email address set forth below.

## **SECTION II: CONTACT INFORMATION:**

Questions regarding this RFP, including procedural matters, should be submitted in writing and addressed to:

[cleanenergyRFP@glendaleca.gov](mailto:cleanenergyRFP@glendaleca.gov)

**\*\*Please note:** All interested parties in this RFP, including potential bidders and those seeking to join a bidding team, are encouraged to periodically visit the GWP website at [www.GlendaleWaterAndPower.com](http://www.GlendaleWaterAndPower.com). Clarifications to frequently asked questions will be posted on the website.

Any requests for clarification of the RFP (Clarification Requests) must be submitted in writing to [cleanenergyRFP@glendaleca.gov](mailto:cleanenergyRFP@glendaleca.gov) no later than the date set forth in Section III (Planned Schedule of Events). Clarification Requests are the only means by which Proposers may seek clarification of the RFP and its contents.

Any interpretation or correction will be made only by Addendum issued by the City and a copy of such Addendum will be posted with the RFP Documents on the GWP website identified above. Any Addenda must be acknowledged in the proposal. Proposer's failure to acknowledge receipt of all Addenda may result in rejection of the proposal as nonresponsive.

No person is authorized to render an oral interpretation or correction of the RFP and no Proposer may rely on any such oral interpretation or correction issued by the City or its designated representative. The City shall not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions.



### SECTION III: PLANNED SCHEDULE OF EVENTS

Date	Event
May 4, 2018	RFP Released
May 23, 2018	Last date to notify City if a tour of a City facility is desired; @ <a href="mailto:cleanenergyRFP@glendaleca.gov">cleanenergyRFP@glendaleca.gov</a> . <b>No Later Than 5:00 PM</b>
May 29, 2018	Last date to RSVP for Bidders Conference. Notification @ <a href="mailto:cleanenergyRFP@glendaleca.gov">cleanenergyRFP@glendaleca.gov</a> <b>No Later Than 12:00 PM</b>
May 30, 2018	Bidders Conference 800 Air Way, Glendale in the training room of the Grayson Power Plant 10:00 AM City facilities tours (if requested by Proposers) to directly follow bidders conference meeting.
July 20, 2018	Last date to submit request for clarifications of the RFP
August 3, 2018	RFP Proposals due to GWP <b>No Later Than 5:00 pm</b>
August 2018	Evaluation of Proposals
Sept/Oct. 2018	GWP Presentation of Proposals to City Council

### SECTION IV: STATEMENT OF WORK

Proposals should address concisely the information requested below in their statement of work in the format specified in Section VI Proposal Submittal Requirements. Proposers are encouraged to pay close attention to Section VIII Proposal Evaluation/Contractor Selection Criteria to assess how their bids will be evaluated. Each proposal will be evaluated separately. Information provided should be specific enough for evaluation and scoring purposes, and for inclusion into a contract.

In the statement of work, the Proposer must demonstrate that the project will achieve the required objectives specified herein. The Proposer must state the location or locations of the project and provide sufficient detail regarding the proposed implementation in order for the City to evaluate the Project's feasibility. The most competitive project will effectively address the following elements:

- Demonstration of experience and expertise, or other evidence of capacity to develop, implement, and complete the project.
- Complete description of the proposed project(s).
- The timeline and schedule for implementation of the proposed project(s), including major tasks and milestones.
- How the project meets or further advances the stated objectives.
- Cost of the proposed project(s), including a breakdown of costs per task or milestone over the course of the project.

- The effects on system reliability and the remedial action needed to restore any deficiencies in reliability.

## **SECTION V: REQUIRED QUALIFICATIONS**

- A. Organizations, individuals, technology manufacturers, businesses, government agencies, universities, consultants, or any other entities proposing to bid on this proposal must demonstrate a wide range of knowledge and experience, or other evidence of capacity to implement the proposed solution. Proposers with demonstrated experience developing, implementing and managing renewable, zero-carbon, or low-carbon projects are preferred. At a minimum, Proposers must demonstrate that they have successfully completed at least two (2) projects of the same type and of a size comparable to that proposed in the Proposal within the last five (5) years.
- B. Proposer must submit the following:
  1. Statement of qualifications of the lead person and key persons assigned to the project. Substitution of project manager or lead person will not be permitted without prior written approval by City.
  2. List all key personnel assigned to the project by level, and name, and include qualifications. Specify the estimated time to be spent by the lead person and key persons assigned to the project.
  3. List specific portion of the project to be subcontracted. Include all subcontractors, their statement of qualification.
  4. Summary of major similar projects handled during the last five years demonstrating experience in the project areas, with references.
  5. Signed letters of commitment by any proposed project partners along with a description of their level of involvement and any co-funding contributions.

## **SECTION VI: PROPOSAL SUBMITTAL REQUIREMENTS**

Submittals must follow the format outlined below and all requested information must be supplied. Failure to submit information in the required format may result in elimination from evaluation. The City may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to the due date. Please check our website for updates at [www.GlendaleWaterAndPower.com](http://www.GlendaleWaterAndPower.com). The cost for developing the proposal is the responsibility of the Contractor, and shall not be chargeable to the City.

**Each proposal must be submitted on the electronic forms provided by the City at the bidders conference and posted at [www.GlendaleWaterAndPower.com](http://www.GlendaleWaterAndPower.com) on May 30.** The following is an outline of the elements that will be required on electronic form (subject to modification):

- Volume I - Technical Proposal

- Volume II - Cost Proposal
- Volume III - Forms included in Attachment A to this RFP. Such forms must be completed and executed by an authorized official of the Contractor.

In addition to submitting the electronic forms to be provided online and at the bidders conference, a separate cover letter including the name, address, and telephone number of the contractor, and signed by the person or persons authorized to represent the Firm should accompany the proposal submission. Firm contact information as follows should also be included in the cover letter:

1. Address and telephone number of office.
2. Name and title of Firm's representative designated as contact.

## **VOLUME I - TECHNICAL PROPOSAL**

Summary (Section A) - State overall approach to meeting the objectives and satisfying the scope of work to be performed, the sequence of activities, and a description of methodology or techniques to be used.

### Project Description (Section B)

This section shall provide a comprehensive description of the proposed solution including technical details and specifications. The description shall include, but not be limited to, the following topics:

1. Complete description of the proposed project;
2. Descriptions of the technologies and methods to be implemented.

Statement of Work (Section C) – This section shall describe technical and operational approach to implement the proposed solution.

Program Schedule (Section D) - Provide projected milestones or benchmarks for completing the project within the total time allowed. Specifically, this section should include:

1. An overall time schedule;
2. A list of significant milestones, project deliverables, and the projected calendar delivery dates of each. Milestones include project kickoff meetings, task start and completion dates, design documents, demonstration and test plans, progress reports, interim reports, draft and final reports, and project review meetings.

Project Organization (Section E) - Describe the proposed management structure, program monitoring procedures, and organization of the proposed team. Provide a statement detailing your approach to the project, specifically address the Firm's ability and willingness to commit and maintain staffing to successfully complete the project on the proposed schedule.

Qualifications (Section F) - Describe the technical capabilities of the proposer. Provide

references of other similar studies or projects performed during the last five years demonstrating ability to successfully complete the work. Include contact name, title, and telephone number for any references listed. Provide a statement of proposer's background and related experience in performing similar services for other governmental organizations. Specify any licenses held by the proposer.

Assigned Personnel (Section G) - Provide the following information about the staff to be assigned to this project:

1. List all key personnel assigned to the project by level, name and location. Provide a resume or similar statement describing the background, qualifications and experience of the lead person and all persons assigned to the project. Substitution of project manager or lead personnel will not be permitted without prior written approval of City.
2. Provide a spreadsheet of the labor hours proposed for each labor category at the task level.
3. Provide a summary of your proposer's general qualifications to meet required qualifications and fulfill statement of work, including additional personnel or proposer and resources beyond those who may be assigned to the project.

Subcontractors (Section H) - This project may require expertise in multiple technical areas. List any subcontractors that will be used, identifying functions to be performed by them, their related qualifications and experience and the total number of hours or percentage of time they will spend on the project. Provide license information for all subcontractors.

Conflict of Interest (Section I) - Address possible conflicts of interest with other clients affected by actions performed by the Firm on behalf of the City. City recognizes that prospective Contractors may be performing projects for other clients. Include a complete list of such clients for the past three (3) years with the type of work performed and the total number of years performing such tasks for each client. Although the Proposer will not be automatically disqualified by reason of work performed for such clients, the City reserves the right to consider the nature and extent of such work in evaluating the proposal.

Additional Data (Section J) - Provide other essential data that may assist in the evaluation of this proposal.

## **VOLUME II - COST PROPOSAL**

Name and Address - The Cost Proposal must list the name and complete address of the Proposer in the upper left-hand corner.

Cost Proposal – Detail must be provided by the following categories:

- A. Labor – The Cost Proposal must list the fully-burdened hourly rates and the total number of hours estimated for each level of professional and administrative staff to be used to perform the tasks required to implement the proposed solution. Costs should be estimated for each of the components of the work plan.
- B. Supplies, Hardware, Equipment - Provide an itemized list of supplies,

hardware, and equipment to be used or purchased (the name, number, and cost of each).

- C. Subcontractor Costs - List subcontractor costs and identify subcontractors by name. Itemize subcontractor charges per hour or per day.
- D. Travel Costs – Where applicable, indicate amount of travel cost and basis of estimate to include trip destination, purpose of trip, length of trip, airline fare or mileage expense, per diem costs, lodging and car rental.
- E. Other Direct Costs -This category may include such items as postage and mailing expense, printing and reproduction costs, etc. Provide a basis of estimate for these costs.
- F. Payment Schedule – Using the project schedule submitted under Section D of the Technical Proposal (Volume I), provide a proposed payment schedule tied to specific deliverables by task.
- G. Funding Mechanism – Specify how the proposed solution will be funded. Funding mechanisms must be compliant with applicable law.

**VOLUME III - CERTIFICATIONS AND REPRESENTATIONS; PROPOSAL SECURITY** (see Attachment A to this RFI)

All required forms must be submitted and executed by the authorized signatory(ies) of the Proposer.

In the event that a proposal is recommended for selection by the City Council for further consideration, the Proposer will be so notified. Within 10 business days of the date of such notice, Proposer must submit a Proposal Security in an amount not less than 10% of the proposed capital cost of the Proposal. The Proposal Security shall be in one of the following forms:

- 1) Cash,
- 2) A cashier's check or a certified check, drawn on a responsible bank doing business in the United States payable to the City, or
- 3) A satisfactory Proposal Bond in favor of the City executed by the Proposer as a principal and a California admitted surety company (as defined by California Code of Civil Procedure §§995.120 and 995.311) as surety, in the form set forth in Attachment III of this RFP (Proposal Bond). The surety or sureties on a Proposal Bond must be satisfactory to the City Attorney. The City will reject a surety bond obtained from any company not holding Certificate of Authority from the U.S. Secretary of the Treasury under the Act of Congress approved July 30, 1947, (31 U.S.C., Secs. 39-01, etc., (as amended from time to time) as acceptable sureties on federal bonds. (Treasury Circular 570). The Proposal Bond shall be properly executed and acknowledged by the Proposer and by a corporate surety authorized to transact such business in the State of California. Such bond shall be accompanied by a power of attorney from the surety company authorizing the

person executing the bond to sign on behalf of the company. If the Proposal Bond is executed outside the State of California, all copies of the bond must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney. Any alteration of said form of Proposal Bond, or imperfection in the execution thereof, as herein required, will render it informal and may, at the option of the City, result in the rejection of the proposal under which the Proposal Bond is submitted.

The Proposal Security shall be in an amount not less than 10% of the capital cost of the Proposal.

The Proposal Security shall be given as a guarantee that the successful Proposer shall, if authorized by the City Council, execute a contract and shall timely provide all submittals required upon Contractor's execution of the contract within thirty (30) calendar days after award of a contract.

Proposers will be entitled to return of Proposal Security provided, however, that a successful Proposer will forfeit its Proposal Security in the event that the successful Proposer withdraws its proposal prior to the expiration of ninety (90) calendar days after the date of submission of the Proposal Security; or attempts to withdraw its Proposal when the requirements of Public Contract Code §§5101 et seq. are not met; or refuses or fails to execute a contract and submit all documents required upon contract execution within thirty (30) calendar days after award of a contract. In such event, if the City awards a contract to another Proposer, then, provided that the capital cost of the initially-selected proposal is lower, the amount of the initially-selected Proposer's Proposal Security shall be applied to the capital price differential between the initially-selected proposal and the second selected proposal and the surplus, if any, will be returned to the initially selected Proposer or to the bond company in accordance with the requirements of the California Public Contract Code.

The Proposal Security shall be held for ninety (90) calendar days after the date of submission of the Proposal Security or until posting by the successful Proposer of the payment and performance bonds and required forms of security, submission of insurance policies and satisfactory proof of insurance, return of executed copies of the Agreement and necessary certification(s), and submittals required by the contract, whichever first occurs, at which time the Proposal Security will be returned to all Proposers.

Failure to timely submit such Proposal Security shall disqualify the Proposal from further consideration.

## **SECTION VII: PROPOSAL SUBMISSION**

All proposals must be submitted according to specifications set forth in the section above, and this section. Failure to adhere to these specifications may be cause for rejection of the proposal.

Signature - The full name, business address, zip code, and business telephone number, with area code of the individual, partnership, or corporation submitting the proposal, shall be typewritten or legibly printed on the proposal. A duly authorized signatory for the Proposer shall sign the proposal with its usual wet ink signature in the presence of a notary public and the notarial acknowledgment shall be attached to the proposal. The proposal must be signed

by the Proposer as follows:

- A partnership: Each partner must sign, or the signature must be accompanied by proof that the person(s) signing is/ are authorized to bind the partnership. The names and addresses of all partners shall be provided.
- A corporation: An officer must sign and the corporate name must be attested by the corporate seal. A signature other than a corporate officer's will be accepted only if signature authority is conferred in the Incumbency Certificate submitted with the proposal.
- A limited liability company: the managing member(s) must sign, and the name and address of the limited liability company and the address of each person signing must be provided.

**Due Date - All proposals are due no later than 5:00 p.m. Pacific, August 3, 2018, and should be directed to:**

Glendale Water & Power  
141 N. Glendale Avenue, 4th Floor  
Glendale, CA 91206  
Attn: Stephen M. Zurn, General Manager

**Submittal** - Submit five (5) complete copies and a flash-drive of the proposal in accordance with the furnished proposal templates in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the Proposer and the words "Request for Proposals - - Local and Regional Renewable, Low-Carbon, and Zero-Carbon Energy and Capacity Resource Options to Serve the City of Glendale."

**Late bids/proposals will not be accepted under any circumstances.**

**Grounds for Rejection** - A proposal may be immediately rejected if:

- It is not prepared in the format described, or
- It is signed by an individual not authorized to represent the Proposer.

**Modification or Withdrawal** - Once submitted, proposals cannot be altered without the prior written consent of City. All proposals shall constitute firm offers and may not be withdrawn for a period of ninety (90) days following the last day to accept proposals.

**Confidentiality of Proposals; California Public Records Act** – Proposer acknowledges that City is a public entity subject to the California Public Records Act, Cal. Gov. Code § 6254 et seq. ("CPRA"). If the Proposer believes that certain portions of its Proposal are confidential and exempt from production under the CPRA, Proposer must clearly identify on its proposal any such data that it considers to be confidential, and specify the applicable legal exemption from disclosure. For ease of identification and processing, Proposers are encouraged to submit any

confidential information separately (e.g. separate electronic folder and separate envelope in hard copy, and clearly designate confidential information as such). Please do not mark your entire proposal as “confidential.”

Proposals will be kept confidential until such time as the City has completed its evaluation of the proposals and has published a City Council package providing the results of the evaluation of the proposals. Upon completion of its evaluation of the Proposals, the City will present to the City Council the results of the evaluation in an open session City Council meeting. Upon publication of a City Council report regarding the results of the evaluation of the Proposals, the Proposals will become subject to public review (with the exception of any information that has been designated as confidential).

If the Proposer has identified in its Proposal certain portions as confidential, then if the City receives a request for the Proposal, the City will notify the Proposer. If the City believes that information designated by the Proposer as confidential may be subject to disclosure under California law and Proposer contends that such information is exempt from the CPRA and wishes to prevent disclosure, Proposer must, at the Proposer’s sole expense, seek and obtain a protective order from a court of law in the County of Los Angeles, California to prevent, limit, or condition the disclosure, prior to the City’s deadline to respond to the request for records. Further, by submitting a Proposal, the Proposer agrees that it shall indemnify, defend and hold the City harmless from all liability, claims, suits, demands, damages, fines, penalties, costs, or expenses arising out of or alleging the City’s refusal to publicly disclose one or more records that the Proposer identifies as confidential, or asserts is confidential.

#### **SECTION VIII: PROPOSAL EVALUATION/CONTRACTOR SELECTION CRITERIA**

- H. Proposals will be evaluated by a City evaluation panel familiar with the subject matter of the project. In addition, the evaluation panel may include such outside public sector or academic community expertise as deemed desirable by the General Manager or City Manager. The panel will make a recommendation to the General Manager, the City Manager and/or the City Council for evaluation, and in the discretion of the City Council, for environmental reviews, possible selection of a contractor and negotiation of a contract.
- I. Each member of the evaluation panel shall be accorded equal weight in his or her rating of proposals. The evaluation panel members shall evaluate the proposals according to the specified criteria and numerical weightings set forth below.
- J. The Proposer must demonstrate that the project will achieve the Project objectives stated in this RFP. Proposals must meet the schedule before consideration for evaluation.

#### **Project Evaluation Criteria**

<b>Criteria Component</b>	<b>Points</b>
Proposer’s experience and expertise to complete the project	15
Environmental performance w.r.t. impact on RPS, air quality, and other environmental attributes	15
Project feasibility	10
Project’s ability to supply reliable energy and capacity	30



Cost effectiveness, which will include value attributed to system reliability and deferred or avoided system infrastructure costs	30
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- K. During the selection process the evaluation panel may wish to interview some proposers for clarification purposes only. No new material will be permitted at this time. Additional information provided during the bid review process is limited to clarification by the Proposer of information presented in his/her proposal, upon request by the City.
- L. Proposal Security. In the event that a proposal is recommended for selection by the City Council for further consideration, the proposer will be notified. Within 10 business days of the date of such notice, the Proposer must submit to the City a Proposal Security meeting the requirements set forth above, under "Volume III." Failure to timely submit such Proposal Security shall disqualify the proposal from further consideration.
- M. The City Council may award a contract to a Proposer other than the Proposer receiving the highest rating in the event the City Council determines that another Proposer from among those technically qualified would provide the best value to City considering cost and technical factors. Award of a contract is not guaranteed.
- N. Selection will be made based on the above-described criteria and rating factors. The selection of a contractor, if any, will be made by and is subject to City Council approval. Proposers shall be notified of the results by letter.
- O. The City Council may award contracts to more than one proposer if in its sole judgment the interests of the City would best be served by selecting multiple proposals.
- P. The City Council may also select additional proposers for a contract if additional funds become available.
- Q. Disposition of Proposals – The City reserves the right to reject any or all proposals. All proposals become the property of City, and are subject to the California Public Records Act. One copy of the proposal shall be retained for City files. Additional copies and materials will be returned only if requested and at the proposer's expense.
- R. Public Works Contractor Registration – If proposal submittal is for a Public Works project as defined by State of California Labor Code Section 1720, Proposer is required to include Contractor Registration Number. Proposal submittal will be deemed as non-responsive and Bidder may be disqualified if Contractor Registration No. is not included. Proposer is alerted to California Prevailing Wage compliance requirements as defined in Senate Bill 854 (Stat. 2014, Chapter 28), and California Labor Code Sections 1770, 1771 and 1725.
- S. Prevailing Wages – If the proposed submittal is for a public works project, the project will be subject to the provisions of Labor Code Section 1720, et seq., and regulations set forth in Title 8, Section 16000 et seq., of the California Code of Regulations, which govern the payment of prevailing wages on public works projects. The successful Contractor, consultants as applicable, and subcontractors of any tier will be obligated to pay not less than minimum prevailing wages of per diem wages for each craft, classification, or type of worker that is subject to California prevailing wage law requirements. Such rates are

established by the Department of Industrial Relations, State of California, pursuant to the California Labor Code, and are available online at [www.dir.ca.gov/DLSR/PWD/](http://www.dir.ca.gov/DLSR/PWD/).

- T. PAYMENT BOND (MATERIAL AND LABOR BOND) - Within fourteen days after execution of a Contract by the City and prior to performing any work under the Contract, the CONTRACTOR shall file with City, a payment bond (material and labor bond) in an amount equal to one hundred (100) percent of the contract price, to satisfy claims of material suppliers and of mechanics and laborers employed by the Contractor to perform the work.
  - A. UNSATISFACTORY SURETIES - Should any Surety, at any time, be deemed unsatisfactory by the City, notice will be given to the Contractor to that effect. No further payments shall be deemed due, or will be made under the Contract until a new Surety shall qualify and be accepted by the City.
  - B. EFFECT OF CHANGES IN THE WORK/EXTENSIONS OF TIME ON THE SURETY - Changes in the work, or extensions of time, made pursuant to the Contract, shall in no way release the Contractor or the Surety from their obligations under the bond. Notice of such changes or extensions shall be waived by the Surety.
- U. Insurance and Indemnification Requirements – Upon execution of a Contract by Contractor, Contractor shall be required to submit proof of insurance to the City, and the contract will require the Contractor to indemnify the City. The City of Glendale's standard insurance requirements and indemnity requirements for contracts are set forth in Attachment A. The City reserves the right to require higher limits or additional forms of insurance coverage or indemnification based upon the nature and risk of the proposed project.

## **SECTION IX: CITY RIGHTS**

The City reserves all rights with respect to this RFP, including but not limited to the rights, in its sole discretion, to:

- Reject any or all the proposals, or any item of a proposal, without further obligation or reimbursement to the Proposer(s).
- Award all or any individual part/item of a Proposal.
- Purchase all or fewer than all items or quantities of each item(s) specified in a Proposal.
- Select any, all, or none of the alternatives proposed, regardless of whether such alternatives were used in the analysis to determine the lowest proposal cost.
- Modify this RFP.
- Cancel or withdraw this RFP.
- Issue a new RFP.
- Negotiate price or scope of work with any Proposer at any time after receipt of the proposals.
- Negotiate provisions in addition to those stipulated in this RFP or proposed by a Proposer for the purpose of obtaining the best possible proposal.
- Waive immaterial deficiencies, informalities and minor irregularities in proposals.
- Waive any information or technical defects, as the interests of the City may require.
- Require a Proposer to provide a guarantee (or guarantees) of the contract by a third party.
- Terminate negotiations if City determines termination is in its best interests.
- Not issue a notice to proceed after execution of the Agreement.

In submitting a proposal in response to this RFP, the proposer is specifically acknowledging these the City-held rights.

This RFP does not commit the City to enter into a contract, and allows the City to reject, in its sole discretion, all of the Proposals. The City is not liable for any costs incurred by any Proposer in preparation and submission of a Proposal, making presentations to the City, or any other activities or expenses in anticipation of award of a contract. By submitting a Proposal, the Proposer disclaims any right to be paid for such costs.

# ATTACHMENT A

Form **W-9**  
(Rev. December 2014)  
Department of the Treasury  
Internal Revenue Service

## Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

Print or type  
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only <b>one</b> of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <b>Note.</b> For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
				-					
or									
Employer identification number									
				-					

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at [www.irs.gov/fw9](http://www.irs.gov/fw9).

#### Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)

- Form 1099-C (canceled debt)

- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.*

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

## What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

**a. Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note. ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

**b. Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

**c. Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

**d. Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

**e. Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.



**Line 2**

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

**Line 3**

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

**Limited Liability Company (LLC).** If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

**Line 4, Exemptions**

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

**Exempt payee code.**

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

**Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

**Line 6**

Enter your city, state, and ZIP code.

**Part I. Taxpayer Identification Number (TIN)**

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.



## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee* code earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

**\*Note.** Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

### PROPOSER'S DECLARATION OF NON-COLLUSION

STATE OF CALIFORNIA )  
COUNTY OF \_\_\_\_\_ )

The undersigned, \_\_\_\_\_ declare:

1. I am the \_\_\_\_\_ (Title of office if a corporation, "sole owner," "Partner," or other proper title) of \_\_\_\_\_, (hereinafter called "Proposer") who has submitted to the City of Glendale a Proposal for Local and Regional Renewable, Low-Carbon and Zero Carbon Energy and Capacity Resource Options to Serve the City of Glendale ("Proposal").
2. The Proposal is not made in the interest of, or behalf of any undisclosed person, partnership, company, association, organization, or corporation.
3. The Proposal is genuine and not collusive or sham.
4. The Proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham proposal.
5. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any proposer or anyone else to put in a sham proposal or to refrain from submitting a proposal;
6. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal price of the Proposer or any other proposer, or to fix any overhead, profit or cost element of the Proposal price, or of that of any other proposer.
7. All statements contained in the Proposal are true.
8. The Proposer has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this Declaration is executed on this \_\_\_\_ day of \_\_\_\_\_, at \_\_\_\_\_, \_\_\_\_\_ (City) \_\_\_\_\_ (State).

\_\_\_\_\_  
Proposer (Please Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title



**DISCLOSURE – CITY OF GLENDALE CAMPAIGN FINANCE ORDINANCE**  
**CONTRACTORS AND SUBCONTRACTORS**

The City Council adopted Ordinance No. 5744, "Campaign Finance Ordinance," which became effective on September 9, 2011, and amended it with Ordinance No. 5768, which became effective on March 15, 2012 ("the Ordinance"). The Ordinance prohibits: (1) A contractor\* (including a subcontractor\*\*)— who has a contract with the City of Glendale ("City"), Glendale Successor Agency or Glendale Redevelopment Agency ("GSA"), or the Housing Authority of the City of Glendale ("HA") and that contract is subject to approval by the City Council, GSA, or HA— from making a contribution to a City Council member, GSA member, HA member, City Clerk, or City Treasurer; and (2) Council members, GSA members, and HA members from voting on matters concerning a contract affecting a contractor or subcontractor who has provided a campaign contribution.

The provisions of the Ordinance restricting Council members from voting on matters affecting campaign contributors applies to a contractor whose contract requires the City Council's, GSA's, or HA's approval, and specified subcontractors. A contract with the City, GSA, or HA is known as a "City Contract." The Ordinance excludes a competitively bid contract awarded to the lowest responsible bidder.

To assist members of the City Council, GSA, and HA before they vote on a matter regarding a City Contract, the Ordinance requires City staff to prepare this report which discloses certain information about: the contractor receiving the City Contract, and specified subcontractor(s) working under the City Contract.

Information that must be disclosed:

- Name of the person, entity, or organization (i.e., the Contractor or Subcontractor)
- Name of the Chief Executive Officer/President
- Chief Operating Officer
- Chief Financial Officer
- Chairperson
- All members of the Board of Directors
- All persons who own more than 10% of the person, entity, or organization
- Name of any campaign committee owned or controlled by the person, entity, or organization

Please complete the following disclosure form. Attach additional sheets as necessary.

**DISCLOSURE – CITY OF GLENDALE CAMPAIGN FINANCE ORDINANCE**  
**CONTRACTORS AND SUBCONTRACTORS**

Contractor(s)\*:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

	Full Name	Title	Business Address	City	State	Zip
Chairperson						
Chief Executive Officer / President						
Chief Operating Officer						
Chief Financial Officer						
Board of Directors						
More than 10% interest owner						

\* “Contractor” is the person, entity, or organization that is the party, or prospective party, to the contract with the City, GSA, or HA. In addition to the name of the person, or entity, the Contractor must also disclose the name(s) of that person’s, entity’s, or organization’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Please disclose these persons’ name and business address.

Subcontractor(s)\*\*:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

	Full Name	Title	Business Address	City	State	Zip
Chairperson						
Chief Executive Officer / President						
Chief Operating Officer						
Chief Financial Officer						
Board of Directors						
More than 10% interest owner						

\*\* “Subcontractor” is the person, entity, or organization that has entered into a contract for the performance of all or a portion of the work undertaken under an agreement with an architect, design professional, engineer, or general or prime contract, usually by a general or prime contractor. You must also disclose the names of the Subcontractor’s Board of Directors, its Chairperson, Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, any person with an ownership interest of more than ten percent (10%) in that person, entity, or organization, and any campaign committee that is owned or controlled by that person, entity, or organization. Above please disclose these persons’ name and business address.

Campaign Committee owned or controlled by: \_\_\_\_\_

**CERTIFICATION**

On behalf of the above-named \_\_\_\_ Contractor \_\_\_\_ Subcontractor:

• I acknowledge that I have a continuing obligation to update this disclosure form if I substitute— or if I select additional— architects, design professionals, contractors, or subcontractors within ten (10) days of the selection or

change; and

- I hereby certify that:
  - I have identified all persons for which the Ordinance requires disclosure;
  - The information in this disclosure form (and any attachment to this form) is true, accurate, correct, and complete; and
  - I have been legally authorized to submit this disclosure form.

In total, this disclosure form (including attachments) is \_\_\_\_\_ pages.

Executed on: \_\_\_\_\_, 20\_\_\_\_, at: \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

E-mail Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

## **PROPOSAL BOND**

### **RECITALS:**

1. The City of Glendale, California ("City") has issued a Request for Proposals for Local and Regional Renewable, Low-Carbon, and Zero Carbon Energy and Capacity Resource Options to Serve the City of Glendale ("Proposed Project").
2. In response to the Request for Proposals, \_\_\_\_\_  
(Name, address and telephone of Proposer)  
\_\_\_\_\_ ("Principal") has submitted  
the  
accompanying proposal for the Proposed Project.
3. Principal is required under the terms of the RFP to furnish a bond upon notice from the City.
4. The RFP, including all amendments and supplements thereto, and Principal's proposal are incorporated into this Bond and made a part of it by this reference.

### **OBLIGATION:**

THEREFORE, for value received, We Principal and \_\_\_\_\_  
(Name, address and telephone of Surety)  
\_\_\_\_\_ ("Surety"), a duly  
admitted surety insurer under California's laws, agree as follows:

By this Bond, we jointly and severally obligate and bind ourselves, and our respective heirs, executors, administrators, successors and assigns to pay City the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) (the "Bonded Sum"), this amount comprising not less than TEN PERCENT (10%) of the capital cost specified in the Proposer's Proposal, in lawful money of the United States of America.

The California Licensed Resident Agent for Surety is \_\_\_\_\_  
(Name, address and telephone)

Registered Agent's California Department of Insurance License No. \_\_\_\_\_.

THE CONDITION OF THIS BOND'S OBLIGATION IS THAT, if:

- (1) Principal does not (a) withdraw its proposal for the period specified in the RFP or (b) attempt to withdraw its Proposal when the requirements of California Public Contract Code Section 5101 et seq., or any successor legislation, are not met, then this obligation becomes null and void; or
- (2) City awards Principal a contract in response to Principal's proposal, and within 60 days of award of contract, Principal (a) signs and delivers to City a contract in accordance with the Proposal as accepted; (B) furnishes the required bonds for not only Principal's faithful performance and proper fulfillment of the Agreement, but also Principal's payment for labor and materials used in the Proposed Project; and (c) furnishes required insurance and guarantee as required by the City, then this obligation becomes null and void.

Otherwise, this Bond remains in full force and effect, and the following terms and conditions apply to this Bond:

- (1) Surety's obligations under this Bond are separate, independent from, and not contingent upon any other surety's guaranteeing that upon the City's awarding the Agreement to Principal, the Principal will enter into the Agreement with City.
- (2) No right of action accrues on this Bond to any entity other than City or its successors and assigns.
- (3) If an action at law or in equity is necessary to enforce or interpret this Bond's terms, Surety must pay – in addition to the Bonded Sum – City's reasonable attorneys' fees and litigation costs, in an amount the court fixes.

- (4) Surety shall mail City written notice at least 30 days before (a) the effective date upon which the Surety will cancel, terminate or withdraw this Bond; or (b) this Bond becomes void or unenforceable for any reason.

On the date set forth below, Principal and Surety duly executed this Bond, with the name of each party appearing below and signed by its representative(s) under the authority of its governing body.

Date: \_\_\_\_\_

**PRINCIPAL:**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Address for Serving Notices or Other Documents:  
Documents:

\_\_\_\_\_  
\_\_\_\_\_

[Corporate Seal]

**SURETY**

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

Address for Serving Notices or Other

\_\_\_\_\_  
\_\_\_\_\_

[Corporate Seal]

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EVIDENCE MUST BE ATTACHED OF THE AUTHORITY OF ANY PERSON SIGNING AS ATTORNEY-IN-FACT. THE PRINCIPAL'S AND ATTORNEY-IN-FACT'S SIGNATURES MUST BE NOTARIZED. A CORPORATE SEAL MUST BE IMPRESSED ON THIS FORM WHEN THE PRINCIPAL, OR SURETY, OR BOTH, ARE A CORPORATION

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**CITY OF GLENDALE**  
**STANDARD INSURANCE AND INDEMNITY REQUIREMENTS FOR CONTRACTS**

**“PROFESSIONAL LIABILITY” INSURANCE**

- 1.1 Without limiting CONTRACTOR's liability and at its sole expense, CONTRACTOR shall obtain, pay for, and maintain a Professional Liability insurance policy.
- 1.2 The Professional Liability policy must:
- (A) Include “errors and omissions” coverage or “malpractice” coverage;
  - (B) Afford “practice specific” or “project specific” coverage;
  - (C) Provide limits of liability in an amount not less than:
    - (1) ONE MILLION DOLLARS (\$1,000,000) per claim; and
      - a. TWO MILLION DOLLARS (\$2,000,000) in the aggregate;
    - (2) Cover a claim or claims arising out of the performance of professional services by: (1) CONTRACTOR; (2) CONTRACTOR's subcontractor(s); (3) Anyone whom CONTRACTOR or its Subcontractor(s) directly or indirectly employs or uses; or (4) Anyone whose acts CONTRACTOR or its Subcontractor(s) may be liable; and
  - (D) Provide coverage for the duration of this Agreement; and at least three (3) years after the Project's completion. CONTRACTOR shall obtain, pay for, and maintain an endorsement that adds an “extended reporting period” (“ERP”) or a “discovery” feature— to allow CITY to report a claim— for a period of not less than three (3) years following the initial policy's expiration, or following CITY's recordation of its “notice of completion” for the Project, whichever date is later. The endorsement for the ERP or discovery feature must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (D) above; or CONTRACTOR shall obtain, pay for, and maintain successive renewal or replacement policies (with “prior acts” coverage), for a period of three (3) years following the initial policy's expiration, or following CITY's recordation of its “notice of completion” for the Project, whichever date is later. Each policy must have a “retroactive date” that coincides with, or is earlier than, this Agreement's Effective Date. Additionally, each policy must provide identical policy limits, and meet the conditions, described in subparagraphs 1.2 (A) through (C) above.
- 1.3 All ERP or discovery endorsements, renewal policies, and replacement coverage policies are subject to CITY's review and approval, in its sole discretion.
- 1.4 CONTRACTOR shall pay the full amount of all deductibles and any self-insured retention per claim for coverage under the Professional Liability insurance policy.

**“WORKERS' COMPENSATION” INSURANCE**

- 2.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— for the duration of this Agreement:
- (A) Complete Workers' Compensation insurance, meeting or exceeding the coverages and amounts that California law requires; and
  - (B) Employer's Liability insurance in an amount not less than:
    - (1) ONE MILLION DOLLARS (\$1,000,000) per accident for bodily injury or disease;
    - (2) ONE MILLION DOLLARS (\$1,000,000) per employee for bodily injury or disease; and
    - (3) ONE MILLION DOLLARS (\$1,000,000) policy limit.

- 2.2 CONTRACTOR shall provide CITY with a “certificate of insurance” and a subrogation endorsement, “Waiver of Our Right to Recover From Others”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, this Agreement’s workers’ compensation insurance requirements.
- 2.3 CITY shall not be liable to CONTRACTOR’s personnel, or anyone CONTRACTOR directly or indirectly employs or uses, for a claim at law or in equity arising out of CONTRACTOR’s failure to comply with this Agreement’s workers’ compensation insurance requirements.

**“COMMERCIAL GENERAL LIABILITY” OR “BUSINESSOWNERS LIABILITY” INSURANCE**

- 3.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Commercial General Liability” or a “Businessowners Liability” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, personal and advertising injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives (collectively, “CITY AND ITS REPRESENTATIVES”) as additional insureds.
- 3.2 Coverage afforded to CITY AND ITS REPRESENTATIVES must be at least as broad as that afforded to CONTRACTOR. If CONTRACTOR has higher limits than the limits specified in these insurance requirements, or has additional broader coverage, or has both, the insurer shall make available the higher limits and broader coverage to CITY AND ITS REPRESENTATIVES. The insurance must be written for the limits of liability specified below:
- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for bodily injury (including accidental death) to any one person;
  - (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for personal and advertising injury to any one person;
  - (C) ONE MILLION DOLLARS (\$1,000,000) per occurrence, or the full per occurrence limits of the policy— whichever limit is greater— for property damage; and
  - (D) TWO MILLION DOLLARS (\$2,000,000) general aggregate limit, or the full aggregate limits of the policy— whichever limit is greater.
- 3.3 The liability insurance must include all major divisions of coverage and must cover:
- (A) Premises Operations (including Explosion, Collapse, and Underground [“X,C,U”] coverages as applicable);
  - (B) Independent Contractors’ Protective Liability;
  - (C) Products and Completed Operations (maintain same limits as above until five (5) years after: recordation of the Notice of Completion or final close-out of the Agreement);
  - (D) Personal and Advertising Injury (with Employer’s Liability Exclusion deleted);
  - (E) Contractual Liability; and
  - (F) Broad Form Property Damage.
- 3.4 CONTRACTOR shall provide CITY with a “certificate of insurance,” an “additional insured endorsement,” and a subrogation endorsement, “Waiver of Transfer to Rights of Recovery Against Others”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.

- 3.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

#### **“BUSINESS AUTOMOBILE” LIABILITY INSURANCE**

- 4.1 At its own expense, CONTRACTOR shall obtain, pay for, and maintain— and shall require each of its Subcontractors to obtain and maintain— a “Business Automobile” insurance policy on an occurrence basis to fully protect CONTRACTOR and CITY from claims and suits for bodily injury, property damage, and medical payments. The policy must add the City of Glendale and its officers, agents, employees, and representatives as additional insureds.
- 4.2 The insurance must not be written for less than the limits of liability specified below or required by law, whichever coverage amount is greater:
- (A) ONE MILLION DOLLARS (\$1,000,000) per occurrence for bodily injury (including accidental death) to any one person; and
  - (B) ONE MILLION DOLLARS (\$1,000,000) per occurrence for property damage; or
  - (C) TWO MILLION DOLLARS (\$2,000,000) combined single limit (“CSL”).
- 4.3 The liability insurance must include all major divisions of coverage and must cover all vehicles, whether rented, leased, hired, scheduled, owned or non-owned.
- 4.4 CONTRACTOR shall provide CITY with a “certificate of insurance” and an “additional insured endorsement”— on forms satisfactory to the City Attorney or City’s Risk Manager, and signed by the insurance carrier or its authorized representative— which fully meet the requirements of, and contain provisions entirely consistent with, all of the Insurance Requirements.
- 4.5 The “certificate of insurance” and an “additional insured endorsement” must state:

“The City of Glendale, and its officers, agents, employees, and representatives are included as additional insureds under the policy(s). This insurance is primary to all other insurance of the City. The City’s insurance, or self-insurance, or both, will apply in excess of— and will not contribute with— this insurance. This insurance applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or a suit is brought. The issuing company shall mail thirty (30) days advance notice to the City for any policy cancellation, termination, non-renewal, or reduction in coverage.”

#### **GENERAL REQUIREMENTS**

- 5.1 At all times, the insurance company issuing the policy must meet all three of these requirements:
- (A) It must be “admitted” insurer by the State of California Department of Insurance or must be listed on the California Department of Insurance’s “List of Approved Surplus Line Insurers” (“LASLI”);
  - (B) It must be domiciled within, and organized under the laws of, a State of the United States; and
  - (C) It must carry a minimum A.M. Best Company Financial Strength Rating of “A:VII,” or better.



- 5.2 If the Agreement requires any of the foregoing insurance coverages to remain in force after the Final Payment, and if they are reasonably available, CONTRACTOR shall submit to CITY— with the final Application for Payment— all certificates and additional insured endorsements evidencing the coverages' continuation.
- 5.3 A deductible or self-insured retention is subject to CITY's review and approval, in its sole discretion. The insurance company or its authorized representative must state either on the insurance certificate or in a separate correspondence:
- (A) The amount of the deductible, or self-insured retention, or both;
  - (B) Whether a limit of insurance has been lowered by any pending or paid claim; and
  - (C) The current limit amount, as lowered by the pending or paid claim.
- 5.4 Despite any conflicting or contrary provision in CONTRACTOR's insurance policy:
- (A) If CONTRACTOR's insurance company adds CITY, and its officers, agents, employees, and representatives (collectively, "its representatives") as additional insureds, then for all acts, errors, or omissions of CITY, or its representatives, or both, that insurer shall:
    - (1) Pay those sums that CITY, or its representatives, or both, become legally obligated to pay as damages; and
    - (2) Defend— and pay the costs of defending— CITY, or its representatives, or both;
  - (B) CONTRACTOR's insurance is primary;
  - (C) Other insurance (whether primary, excess, contingent or self-insurance, or any other basis) available to CITY, or its representatives, or both, is excess over CONTRACTOR's insurance;
  - (D) CITY's insurance, or self-insurance, or both, will not contribute with CONTRACTOR's insurance policy;
  - (E) CONTRACTOR and CONTRACTOR's insurance company waive— and shall not exercise— any right of recovery or subrogation that CONTRACTOR or the insurer may have against CITY, or its representatives, or both;
  - (F) CONTRACTOR's insurance policy applies separately to each insured or additional insured who is seeking coverage, or against whom a claim is made or suit is brought, except that the naming of multiple insureds will not increase an insurance company's limits of liability;
  - (G) CONTRACTOR's insurance policy applies to a claim or suit brought by an additional insured against a Named Insured or other insured, arising out of bodily injury, personal injury, advertising injury, or property damage; and
  - (H) CITY is not liable for a premium payment or another expense under CONTRACTOR's policy.
- 5.5 At any time during the duration of this Agreement, CITY may do any one or more of the following:
- (A) Review this Agreement's insurance coverage requirements; or
  - (B) Require that CONTRACTOR:
    - (1) Obtain, pay for, and maintain more or less insurance depending on CITY's assessment of any one or more of the following factors:
      - (a) CITY's risk of liability or exposure arising out of, or in any way connected with, the services of CONTRACTOR under this Agreement;
      - (b) The nature or number of accidents, claims, or lawsuits arising out of, or in any way

connected with, the services of CONTRACTOR under this Agreement; or

- (c) The availability, or affordability, or both, of increased liability insurance coverage;
  - (2) Reduce or eliminate a deductible or self-insured retention as it applies to CITY; or
  - (3) Obtain, pay for, and maintain a bond (as a replacement for an insurance coverage) from a California corporate surety, guaranteeing payment to CITY for liability, or costs, or both, that CITY incurs during CITY's investigation, administration, or defense of a claim or a suit arising out of this Agreement.
- 5.6 CONTRACTOR shall maintain the insurance policy without interruption, from the Project's commencement date to the Final Payment date, or until a date that CITY specifies for any coverage that CONTRACTOR must maintain after the Final Payment.
- 5.7 CONTRACTOR's insurance company or self-insurance administrator shall mail CITY written notice at least thirty (30) days in advance of the policy's or the self-insurance program's cancellation, termination, non-renewal, or reduction in coverage.
- 5.8 CONTRACTOR shall not allow any insurance to expire, cancel, terminate, lapse, or non-renew. Twenty-one (21) days before its insurance policy's expiration, cancellation, termination, or non-renewal, CONTRACTOR shall deliver to CITY evidence of the required coverage as proof that CONTRACTOR's insurance policy has been renewed or replaced with another insurance policy which, during the duration of this Agreement, meets all of this Agreement's insurance requirements.
- 5.9 At any time, upon CITY's request, CONTRACTOR shall furnish satisfactory proof of each type of insurance coverage required— including a certified copy of the insurance policy or policies; certificates, endorsements, renewals, or replacements; and documents comprising CONTRACTOR's self-insurance program— all in a form and content acceptable to the City Attorney or City's Risk Manager.
- 5.10 If CONTRACTOR hires, employs, or uses a Subcontractor to perform work, services, operations, or activities on CONTRACTOR's behalf, CONTRACTOR shall ensure that the Subcontractor:
- (A) Meets, and fully complies with, this Agreement's insurance requirements;
  - (B) Delivers to CITY— for its review, or approval, or both— all insurance policies, certificates, and endorsements that this Agreement requires; and
  - (C) Furnishes CITY, at any time upon its request, with a complete copy of the Subcontractor's insurance policy or policies for CITY's review, or approval, or both.
- 5.11 CONTRACTOR's failure to comply with an insurance provision in this Agreement constitutes a breach upon which CITY may immediately terminate or suspend CONTRACTOR's performance of this Agreement, or invoke another remedy that this Agreement or the law allows. At its discretion, CITY may obtain or renew the insurance, and CITY may pay all or part of the premiums. Upon demand, CONTRACTOR shall repay CITY for all sums or monies that CITY paid to obtain, renew, or reinstate the insurance, or CITY may offset the cost of the premium against any sums or monies that CITY may owe CONTRACTOR.

#### **CONTRACTOR'S SUBMITTAL OF CERTIFICATES AND ENDORSEMENTS**

- 6.1 CONTRACTOR shall have its insurance carrier(s) or self-insurance administrator(s) complete and execute the following insurance documents, unless an exception below applies. When CONTRACTOR signs and delivers the Agreement to CITY, CONTRACTOR also shall deliver:
- (A) A "certificate of insurance" for each required liability insurance coverage;
  - (B) CITY's "General Liability/Automobile Liability Special Endorsement" form (L-15), unless this Agreement does not require CONTRACTOR to obtain and maintain Commercial General Liability coverage, Businessowners Liability coverage, or Automobile Liability coverage;

(C) A subrogation endorsement, "Waiver of Transfer to Rights of Recovery Against Others," for Commercial General Liability coverage or Businessowners Liability coverage;

(D) A "certificate of insurance" for Workers' Compensation insurance; or

If CONTRACTOR is self-insured for workers' compensation, a copy of the "Certificate of Consent to Self-insure" from the State of California; or

If CONTRACTOR is lawfully exempt from workers' compensation laws, an "Affirmation of Exemption from Labor Code §3700" form;

(E) A subrogation endorsement, "Waiver of Our Right to Recover From Others," for Workers' Compensation coverage; and

(F) A complete copy of CONTRACTOR's Professional Liability insurance policy, including all forms and endorsements attached to it.

6.2 CITY will neither sign this Agreement nor issue a "Notice to Proceed" until the City Attorney or City's Risk Manager has reviewed and approved the insurance documents. CITY's decision as to the acceptability of all insurance documents is final. Unless CONTRACTOR obtains CITY's written approval, CITY will not permit or allow a substitution of an insurance policy, or a change in a certificate's or an endorsement's form and content, or both.

#### **INSURANCE OBLIGATION IS SEPARATE FROM INDEMNITY OBLIGATION**

7.1 This Agreement's insurance provisions are separate and independent from the indemnification and defense provisions in the Agreement; and do not limit, in any way, the applicability, scope, or obligations of the indemnification and defense provisions in the Agreement.

#### **STANDARD INDEMNIFICATION PROVISION**

8.1. To the maximum extent permitted by law— including, but not limited to, California Civil Code Section 2778— CONTRACTOR, its employees, agents, Subcontractors, and persons whom CONTRACTOR employs or hires (individually and collectively, "CONTRACTOR INDEMNITOR") shall indemnify, defend, and hold harmless CITY, its officers, agents, employees, and representatives (individually and collectively, "CITY INDEMNITEE") from and against a "liability" [as defined in Subparagraph (A) below], or an "expense" [as defined in Subparagraph (B) below], or both, that arise out of, pertain to, or relate to an act, error, or omission of a CONTRACTOR INDEMNITOR:

(A) "Liability" means claims, suits, actions, causes of action, proceedings, judgments, decrees, awards, settlements, liens, losses, damages, injuries, or liability of any kind, whether the liability is:

(1) Actual or alleged;

(2) In contract or in tort; or

(3) For bodily injury (including accidental death), personal injury, advertising injury, or property damage.

(B) "Expense" means fees, costs, sums, penalties, fines, charges, or expenses of any kind, including, but not limited to:

(1) Attorney's fees;

(2) Costs of an investigation, litigation, arbitration, mediation, administrative or regulatory proceeding, or appeal;

(3) Fees of an accountant, expert witness, consultant, or other professional; or

- (4) Pre or post: judgment interest or settlement interest.
- 8.2. Under this Article, CONTRACTOR INDEMNITOR's defense and indemnification obligations:
  - (A) Apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the actual or alleged passive negligence of a CITY INDEMNITEE; but
  - (B) Do not apply to a liability, or an expense, or both, that arise out of, pertain to, or relate to the sole active negligence or willful misconduct of a CITY INDEMNITEE.
- 8.3. To the extent that CONTRACTOR INDEMNITOR's insurance policy provides an upfront defense to CITY, CONTRACTOR INDEMNITOR's obligation to defend a CITY INDEMNITEE under this Article:
  - (A) Means that CONTRACTOR INDEMNITOR shall provide and pay for legal counsel, acceptable to CITY, for the CITY INDEMNITEE;
  - (B) Occurs when a claim, suit, complaint, pleading, or action against a CITY INDEMNITEE arises out of, pertains to, relates to, or asserts an act, error, or omission of CONTRACTOR INDEMNITOR; and
  - (C) Arises regardless of whether a claim, suit, complaint, pleading, or action specifically names or identifies CONTRACTOR INDEMNITOR.
- 8.4. Paragraph 8.3 does not limit or extinguish CONTRACTOR INDEMNITOR's obligation to reimburse a CITY INDEMNITEE for the costs of defending the CITY INDEMNITEE against a liability, or an expense, or both. A CITY INDEMNITEE's right to recover defense costs and attorney's fees under this Article does not require, and is not contingent upon, the CITY INDEMNITEE's first:
  - (A) Requesting that CONTRACTOR INDEMNITOR provide a defense to the CITY INDEMNITEE; or
  - (B) Obtaining CONTRACTOR INDEMNITOR's consent to the CITY INDEMNITEE's tender of defense.
- 8.5. If CONTRACTOR subcontracts all or any portion of the Services under this Agreement, CONTRACTOR shall provide CITY with a written agreement from each Subcontractor who must indemnify, defend, and hold harmless CITY INDEMNITEE under the terms in this Article.
- 8.6. CONTRACTOR INDEMNITOR's obligation to indemnify, defend, and hold harmless CITY will remain in effect and will be binding upon CONTRACTOR INDEMNITOR whether the liability, or the expense, or both, accrues— or is discovered— before or after this Agreement's expiration, cancellation, or termination.
- 8.7. Except for Paragraph 8.3, this Article's indemnification and defense provisions are separate and independent from the insurance provisions in this Agreement. In addition, the indemnification and defense provisions in this Article:
  - (A) Are neither limited to nor capped at the coverage amounts specified under the insurance provisions in this Agreement; and
  - (B) Do not limit, in any way, the applicability, scope, or obligations of the insurance provisions in this Agreement.